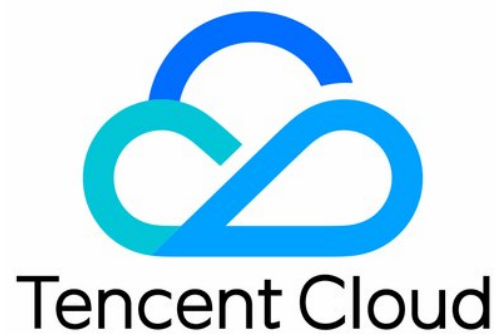


Data Lake Compute

Service Level Agreement

Product Documentation



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Service Statement

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Service Level Agreement

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In order to use the Tencent Cloud Data Lake Compute Service (the “Service”), you shall read and comply with this Tencent Cloud Data Lake Compute Service Level Agreement (this “Agreement”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Data Lake Compute, DLC

Refers to agile and efficient data lake analysis and computation services provided by Tencent Cloud. The users do not need to carry out traditional data hierarchical modeling with the Service, which significantly reduces the preparation time for massive data analysis. Instead, users can use standard SQL to complete the analysis and computation of object storage services (COS) and other cloud data facilities.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Unavailability

If all your requests to establish a connection to the Service fail for five consecutive minutes attributable to Tencent Cloud, the Service is deemed as unavailable (“**Service Unavailability**”) for such five-minute period, except under the circumstances as set forth in Section 4 of this Agreement.

1.4 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

1.5 Service Downtime Calculated in Minutes within Service Month(s)

If Service Unavailability lasts for a certain five-minute period as set forth in Section 1.3, such five minutes will be counted as Service Downtime Calculated in Minutes within such Service Month. If the Service is once running normally within a certain five-minute period, such five minutes will be counted as available minutes with such Service Month.

1.6 Monthly Service Fee

Refers to the accumulated service fees you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.5% ("**Service Availability Standard**"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the**

Service Availability Standard (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.5% but is or higher than 98%	10% of the Monthly Service Fee
Less than 98% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

- (1) Account information, including Account ID and APPID.
- (2) Reasons for the application, the abnormal status information and the specific time period of the Service Unavailability.
- (3) Any other information that Tencent Cloud requests you to provide with reasonable causes.

4. Disclaimer of Liabilities

If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, the corresponding Service Downtime is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any unavailability beyond the reasonable control of Tencent Cloud, including any force majeure event and failures caused by factors such as Internet access or exceeding the boundaries of the Service (**see the Tencent Cloud**

Service Agreement).

4.2 Any user-state unavailability caused by bugs within the scope of open source components.

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.

4.4 Any unavailability caused by your negligent authorization, loss of password, wrong operation, your own equipment or third-party software or equipment.

4.5 Any unavailability caused by your failure to use the Service according to the usage, version compatibility, API and other specifications supported by the DLC version.

4.6 Any unavailability due to third-party collaborators (e.g., CVM resource limits, EKS resource limits, COS capacity limits, CAM roles, security groups, VPC configuration, etc.).

4.7 Any unavailability caused by your failure to make the appropriate modifications after Tencent Cloud recommends that you modify the use of the Service.

4.8 Any unavailability caused by your choice of the insufficient physical capacity of the storage and computing capacity to cope with actual use demands.

4.9 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 **The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant

terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)